

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 6	
2. AMENDMENT/MODIFICATION NO 001		3. EFFECTIVE DATE See Block 16C.		4. REQUISITION/PURCHASE REQ. NO: N/A	
6. ISSUED BY U.S. Department of Energy EMCEC, Office of Contracting 250 East 5 th Street Cincinnati, OH 45202		7. ADMINISTERED BY (if other than Item 6)		5. PROJECT NO. (if applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X)		9A. AMENDMENT OF SOLICITATION NO. DE-RP30-08CC60025 9B. DATED (SEE ITEM 11) 9/26/08 10A. MODIFICATION OF CONTRACT/ORDER NO.	
CODE		FACILITY CODE		10B. DATED (SEE ITEM 13)	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods.

(a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor X is not, ___ is required to sign this document and return ___ copies to the issuing Office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See the following pages.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Barry M. Page, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer) <i>Barry M. Page</i>	16C. DATE SIGNED <i>11/14/08</i>
(Signature of person authorized to sign)			

The purposes of this amendment are as follows:

1. Clause F.1, PERIOD OF PERFORMANCE, is revised to read as follows (with revised text in *italics*):

The transition period shall *last* three months from the *contract start date*. The base period shall be for 57 months from the *end* of the transition period. Two option periods, if exercised, will extend the term of the contract to 10 years from the date of the contract award as follows:

1. Transition Period: 0 through 3 months *of contract start date**
2. Base Period: 4 through 60 months *of contract start date**
3. Option Period 1: 61 through 96 months *of contract start date**
4. Option Period 2: 97 through 120 months *of contract start date**

** contract start date will be the first day of transition period*

2. SECTION H – TABLE OF CONTENTS is revised to correct the following clerical errors:

- a. "H.49 REQUIRED SECURITY CLEARANCES" is replaced with "H.49 EMPLOYEE CONCERNS PROGRAMS"
- b. "H.50 RESPONSIBLE CORPORATE OFFICIAL" ~~Error! Bookmark not defined.~~ is deleted.

3. Department of Energy Acquisition Regulation (DEAR) Clause 952.250-70 entitled "NUCLEAR HAZARDS INDEMNITY AGREEMENT (OCT 2005)" is added to Section I in full text as Clause I.97.

4. The following information regarding the North American Industry Classification System (NAICS) code and the small business size standard for this procurement are inserted into Provision K.1, FAR 52.204-8, entitled "ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)" as follows:

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561612.
- (2) The small business size standard is \$18.5 million.

5. Section L.4(a) is revised to read as follows (with revised text in *italics*):

- (a) The Technical Proposal consists of the Offeror's capabilities and approach to accomplishing the requirements as described in the SOW. *Except for the duties of the prescribed personnel positions defined in L.4(b) and those listed in Table L.2, an Offeror's technical proposal shall address each section of the SOW.* The

Offeror shall provide a Cross-Reference Matrix which correlates the Technical Proposal by page and paragraph number to Sections C, L, and M. The Cross-Reference Matrix shall be inserted in the Offeror's Technical Proposal immediately following the Table of Contents for Volume II. Excluding the items listed in L.2(e), Volume II shall not exceed 125 pages; pages that exceed this amount will not be evaluated. No cost or price information shall be included in the Technical Proposal.

6. Section L.4(c) is revised to read as follows (with revised text in italics):

- (c) All other *personnel positions described in the SOW that are not associated with the areas and facilities identified above and are not listed in Table L.2 of Section L.5 as prescribed*, are considered to be "non-prescribed" personnel positions for proposal preparation purposes. An Offeror will have flexibility in describing its *technical* approach to performing any activities associated with non-prescribed personnel. An Offeror *shall* not describe its approach to providing Protective Force services *for the prescribed positions* in its technical proposal. Further information *on prescribed personnel staffing levels can be found* in Table L.2, entitled "Current Staffing for "Prescribed" and "Non-Prescribed" Protective Force Personnel."

7. The following requirement is deleted from Section L.4(d), Factor 4 – Business Approach:

Newly formed joint ventures shall include copies of proposed or executed organizational agreements with their proposals.

8. The last paragraph of Section L.5(c) is revised to read as follows (with revised text in italics):

For cost proposal preparation purposes, the Offeror shall use the amount below in Table L.1 for proposed labor and fringe benefit costs for the Protective Force personnel directly associated with the areas/facilities listed above. The Offeror shall include the \$586.5M identified in Table L.1, which represents estimated labor and fringe benefit cost for 477 prescribed Protective Force positions identified in Table L.2 below as part of the total estimated cost in accordance with Section B.2.

9. The beginning of Section L.5(e) down to and including Table L.1 is revised to read as follows (with revised text in italics):

- (e) Table L.2 identifies the current allocation of prescribed positions for Protective Force functions only. *Non-prescriptive positions are shown for information*. Offerors will not have flexibility to reassign the prescribed positions to other sections of the SOW from those shown in Table L.2. However, Offerors will have flexibility to allocate the non-prescribed Protective Force positions to other sections of the SOW from those shown in Table L.2 as they deem appropriate. Also for informational purposes, Attachment L-5 provides the current

breakdown of the 191 non-prescribed Protective Force positions by labor category. Additionally, there are 219 *support* positions currently performing the following required activities as described in the Statement of Work:

- Maintenance of ground vehicles, helicopters, weapons, target systems, radios, range towers and loudspeakers
- Maintenance of Central Alarm Stations
- Control, distribution (movement) and storage of ammunition and explosives
- Explosive Ordnance Disposal team
- Environmental, Safety and Health functions
- Performance Testing and Quality Control.
- Public Affairs and information release to the media
- Project Management Control of Construction
- Locksmith services
- Protective Force training both weapons and tactical
- Administrative functions such as Accounting, Contracting, Human Resources, Secretarial Support

For informational purposes, Attachment L-5 also provides the current breakdown of the 219 *support* positions by labor category. *The Offeror has the flexibility to propose the number of non-prescribed Protective Force and support positions. The information included in Attachment L-5 is a historical perspective. The Offeror may propose more or less resources than identified in Attachment L-5.*

Table L.1—Proposed Costs for Prescribed Protective Force Staffing (\$M)

	Fiscal Year										TOTAL
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	
SPOs* for Specified Areas	\$38.0	\$52.5	\$54.4	\$56.4	\$58.5	\$60.7	\$62.9	\$65.3	\$67.7	\$70.1	\$586.5

* Security Police Officer (SPO)

Note the amount for Fiscal Year 2010 reflects nine months and does not include the transition period.

10. Section L.5(f) is revised to read as follows (with revised text in italics):

- (f) The Offeror shall propose cost by Government fiscal year beginning October 1 corresponding to the cost for performing the SOW. Offerors should assume an anticipated *start date of October 1, 2009 for the transition period.*

11. L.5(j)1 is revised to read as follows (with revised text in italics):

- (j) In addition, the cost information shall provide full traceability between the cost worksheets and be consistent with the following instructions:

1. Summary of Costs By Element Worksheet: Separate Summary of Costs By Element Worksheet, Section L, Attachment 4.2 shall be completed by fiscal year for the *base* contract period and each option period. The cost proposal shall be provided by major cost elements: direct labor (including labor categories, direct labor hours and direct labor rates for each labor category type), fringe benefits costs, direct labor overhead, material, equipment, subcontract cost, travel/relocation, other direct costs, and General and Administrative (G&A) costs (if applicable). Joint venture/LLC member/ subcontractors (\$20 million or more) shall be individually estimated and provided for by major cost elements as described in this paragraph.

Fee shall be entered **ONLY** below the total cost line in the Summary of Costs By Element Worksheet (Section L, Attachment 4.1). Fee shall be proposed by each fiscal year for the basic and option periods.

Estimated costs for the labor and fringe benefits for the "prescribed" positions have been included in the Total Cost tab of the Summary of Costs By Element Worksheet, Section L, Attachment 4.1.

12. Section L.6(a) is revised to read as follows (with revised text in italics):

- a. All envelopes, packages and/or boxes containing proposals shall be marked with the following notice:

***TO BE OPENED BY ADDRESSEE ONLY. THIS IS A PROPOSAL
SUBMITTED UNDER SOLICITATION NO. DE-RP30-08CC60025.***

Proposals sent via U.S. Mail or commercial couriers such as FedEx as well as hand carried proposals shall include the following additional markings:

FROM: [Offeror's Name]
[Offeror's Business Address]

TO: U.S. Department of Energy
Environmental Management Consolidated Business Center
175 Tri-County Parkway
Springdale, OH 45246
Attn: Mr. Barry M. Page
Solicitation No.: DE-RP30-08CC60025
Due Date: December 15, 2008, 2:00 p.m. EST

13. L.13(a) is revised to read as follows (with revised text in italics):

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Department of Energy
Environmental Management Consolidated Business Center
250 East 5th Street, Suite 500
Cincinnati, OH 45202
ATTN: Barry M. Page

14. Section L.24 is revised to read as follows (with revised text in italics):

This acquisition is unrestricted and contains no set-aside provisions. However, for purposes of this solicitation, a small business is defined as one whose annual receipts do not exceed \$18.5 million. The North American Industry Classification System (NAICS) Code is 561612.

15. The header at the top of each page of Section L, Attachment 5, is revised to read as follows:

Historical Cost Information
Average Labor Rate Information
Support Staff

In addition, the header at the top of the table of personnel groupings is changed from "Administrative Staff" to "Support Staff" and the titles of the personnel groupings in the table are changed from Admin Group A, Admin Group B, etc. to Support Group A, Support Group B, etc.